

1 (January 7, 2013)

2 The Contractor shall obtain Contractor's Pollution Liability Insurance (CPL) with
3 minimum "per project" limits of *** \$\$1\$\$ *** per occurrence and in the aggregate for
4 claims, including investigation, defense, or settlement costs and expenses for bodily
5 injury and property damage (including natural resources damages and loss of use of
6 tangible property that has not been physically injured) arising out of:
7

8 a. Pollution conditions caused or made worse by the Contractor's performance of
9 the Work, including clean-up costs for a newly caused condition or a historical
10 condition that is made worse; and;
11

12 b. The vicarious liability of Subcontractors of any tier.
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14 The Contractor shall be Named Insured and the Contracting Agency, the State, the
15 Governor, the Commission, the Secretary, the Department, all officers and employees
16 of the State, and their respective members, directors, officers, employees, agents, and
17 consultants (collectively the "Additional Insureds") shall be included as Additional
18 Insureds, or, as appropriate, a Named Insured, under this policy and coverage.